

PLANTATION RUBBER INVESTIGATIONS

Agreement signed at Washington February 28, 1941

Entered into force February 28, 1941

*Extended by agreement of June 18 and 28, 1943*¹

57 Stat. 1224; Executive Agreement Series 358

COOPERATION AGREEMENT FOR PLANTATION RUBBER INVESTIGATIONS IN HONDURAS

THIS COOPERATIVE AGREEMENT made and entered into this 28th day of February, one thousand nine hundred and forty-one, by and between the Ministerio de Fomento, Agricultura y Trabajo of the Republic of Honduras and the United States of America, by the Acting Secretary of the Department of Agriculture of the said United States.

WITNESSETH:

WHEREAS, the establishment of a rubber plantation industry in the Western Hemisphere is recognized as mutually advantageous to all countries therein, and

WHEREAS, it is the interest and desire of the parties to this agreement that a source of crude rubber be developed in Honduras, and whereas, it is recognized by both parties that such development must be based on the use of superior strains of rubber-producing trees if the industry is to be self-sustaining in competition with oriental areas; that such strains must possess superiority, not only in yield but also in resistance to the South American leaf disease; that in view of the past efforts and progress achieved in promoting new agricultural enterprises by the Ministerio de Fomento, Agricultura y Trabajo, it is the desire of the parties to this agreement to cooperate by conducting investigational work on the methods of growing rubber, the production of valuable strains of rubber, disease control, possible use of intercrops, and other problems involved in the successful establishment of commercial rubber culture, for the benefit of the people of Honduras and of the United States of America.

NOW, THEREFORE, the parties to this agreement do hereby separately outline their interests in this cooperative project, and designate the facilities, services, and other contributions which they agree to make available toward achievement of their mutual objective.

¹ EAS 358, *post*, p. 948.

I. The Ministerio de Fomento, Agricultura y Trabajo de Honduras is seeking uses for the great areas of rich undeveloped land and abandoned banana farms on which both individual growers and plantation companies may produce a profitable export crop, such as rubber, and increase the income and foreign trade of the people of Honduras. Therefore, said Ministerio does hereby agree:

(a) To consult the local representatives of the Department of Agriculture of the United States, and select jointly three to five suitable areas of land whose owners are interested and are financially able to make demonstration plantings of rubber, which would be of the greatest educational value in establishing centers for the development of rubber production in Honduras; the location of such areas shall be determined by the amount of adjacent lands suitable for successful rubber cultivation, and the number and size of such initial plantings of any improved strain shall be limited to the amount of available planting material and in consideration of the equitable demands of other cooperating countries.

(b) To assign agronomists or other trained representatives of the Honduras Government, as may be required from time to time, to cooperate with representatives of the Department of Agriculture of the United States in directing and educating the cooperative growers in planting, multiplication, cultivation, thinning, tapping, preparing the rubber for market, and other essential operations necessary for securing the proper maintenance and productivity of the plantings.

(c) To formulate necessary quarantine and other regulations designed to prevent the indiscriminate introduction into Honduras of rubber-propagating materials, including seeds, trees, and budwood from other countries, excepting such shipments as are duly certified to be free from noxious insects and contagious diseases.

(d) To permit the Department of Agriculture of the United States to import into, and/or export from, Honduras all planting material (seeds, stumps, or budwood) of rubber-producing plants, which said Department of Agriculture of the United States may require for the investigations herein contemplated or desire to ship elsewhere, provided, however, that all such shipments, imports, or exports shall be certified by a duly qualified official of said Department to be free from noxious insects and contagious diseases.

(e) To permit importation into Honduras free of duties or other fees all material or property of the Government of the United States which may be required for the construction, operation, and maintenance of its experiment station, substations, and nurseries, and also to allow this exemption on the personal property of employees of said station, or other representatives of the United States when they enter the ports of Honduras for work covered by this cooperative agreement, provided, however, that the director of said station

shall certify that such personal property of said employees is not imported for resale.

(f) To prohibit the redistribution of any strains of the rubber tree furnished it by the said Department of Agriculture of the United States to co-operators, companies, or other governments, except to those agencies and governments in the Western Hemisphere which are willing to reciprocate by furnishing such similar material as they may have in their possession; and that this restriction shall be passed on to any other agency or government receiving material to prevent controverting the purpose of this restriction.

II. The Department of Agriculture of the United States, under the authority and appropriation of funds granted it by the Congress of the said United States for investigation of sources of crude rubber in the Western Hemisphere, does hereby agree:

(a) To establish in Honduras a rubber-propagation and experiment station from which high-yielding strains may be distributed to cooperators in Honduras and other potential rubber-producing countries in Latin America.

(b) To conduct laboratory and field investigations, and to make the results available for the benefit of the industry in Honduras and throughout Latin America. Problems for investigation may include tests of high-yielding strains of the *Hevea* rubber tree from any source for their performance on local soils, artificial pollination for breeding of improved strains, methods of land clearing, planting, use of inter-planted crops, ground covers, and other investigations for the advancement of the industry.

(c) To provide at its expense any necessary laboratory and office space and housing for employees at the aforementioned experiment station, and to equip said buildings and lands with all facilities required for the propagation of rubber and the investigation of problems of plantation rubber production in Honduras.

(d) To supply a station superintendent and such other investigators and rubber specialists as may be necessary to conduct the investigations herein contemplated, together with such overseers of labor as may be necessary to carry on the work properly.

(e) To welcome and provide free of charge necessary office space at such station for two scientists who, at its option the Ministerio de Fomento, Agricultura y Trabajo may delegate to said station to conduct, on the basis of strict equality, cooperative investigations with the specialists of the Department of Agriculture of the United States, or for the purpose of becoming informed on the techniques of the rubber industry. The salaries, living accommodations, transportation, and other expenses of such scientists shall be furnished by the Ministerio de Fomento, Agricultura y Trabajo.

(f) To furnish planting material and supervise, in cooperation with the Honduras representatives, the establishment of practical field plantings to demonstrate all phases of plantation rubber production.

(g) To furnish to the Ministerio de Fomento, Agricultura y Trabajo free of charge f. o. b. at its station in Honduras or elsewhere, stocks of superior strains of the rubber tree now in its possession, and any additional superior strains collected on surveys or bred at its experiment station in Honduras and elsewhere, which after test by it are found to be superior; such distributions to be at as early a date and in such quantity as may be possible with the facilities available for propagation and in view of the equitable demands or requirements of other cooperating agencies.

III. The cooperating parties do hereby mutually agree:

(a) That, exclusive of salaries of scientists and overseers of the Department of Agriculture of the United States, obligations of the said Department under this cooperative agreement shall not exceed Thirty Thousand (\$30,000) Dollars the first year, nor more than Fifteen Thousand (\$15,000) Dollars in any one fiscal year thereafter. The total value of land, facilities, and services furnished by the Ministerio de Fomento, Agricultura y Trabajo are of a very great tangible and intangible consideration, and are not hereby estimated.

(b) That this agreement shall take effect on the date on which made and entered into, as shown in the first paragraph on page one, and expire on the thirtieth day of June, nineteen hundred and forty-one, but the same may be renewed from year to year thereafter, not extending, however, beyond the thirtieth day of June, nineteen hundred and forty-three, at the option of the Department of Agriculture of the United States, which option shall be expressed in writing by the said Department of Agriculture of the United States at least one month before the date upon which this agreement would otherwise expire.

(c) That this agreement shall not be assigned in whole or in part; that no member or delegate to Congress of the United States or Resident Commissioner thereof, after his election or appointment, and either before or after he has qualified, and no officer, agent, or employee of the Government of the United States shall be admitted to any share or part of this agreement, or to any benefit to arise therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this cooperative agreement on the day, month, and year first above written.

Ministerio de Fomento, Agricultura y Trabajo
of the Republic of Honduras
By SALVADOR AGUIRRE
Ministro

United States of America
By GROVER B. HILL
Acting Secretary of Agriculture